

DOWNEY BRAND LLP  
 Jamie P. Dreher (Bar No. 209380)  
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 Sacramento, CA 95814  
 Telephone: (916) 444-1000  
 Facsimile: (916) 444-2100

Attorneys for  
 Teichert Pipelines, Inc. and A. Teichert & Sons, Inc.  
 d/b/a Teichert Aggregates

UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION

and

PACIFIC GAS AND ELECTRIC COMPANY,  
 Debtors.

Case Nos.:

19-30088 (DM) – Lead Case  
 19-30089 (DM)

Chapter 11 Case

**NOTICE OF CONTINUED  
 PERFECTION OF MECHANICS  
 LIEN PURSUANT TO 11 U.S.C. §  
 546(b)(2)**

- ☐ Affects PG&E Corporation  
☐ Affects Pacific Gas and Electric Company  
☒ Affect both Debtors

TEICHERT PIPELINES, Inc. ("TEICHERT"), by and through its undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C. § 546(b)(2), as follows:

1. TEICHERT is a corporation that has provided and delivered labor, services, equipment, and/or materials for a work of improvement located in the County of Santa Clara, State of California (the "Property") and owned by PG&E Corporation and/or Pacific

1 Gas and Electric Company (collectively, the "Debtors").

2 2. Through May 9, 2019, the amount owing to TEICHERT is at least \$671.68,  
3 exclusive of accruing interest and other charges, with additional amounts owed and accrued  
4 after May 9, 2019.

5 3. Teichert properly perfected its mechanics lien under California Civil Code §§  
6 8400, *et seq.* by timely recording its Mechanics Lien (Claim of Lien) in the Official Records  
7 of Santa Clara County, State of California, as more fully described in its Mechanics Lien, a  
8 true copy of which is attached hereto as Exhibit A, on or about May 13, 2019.

9 4. Pursuant to California Civil Code § 8460, an action to enforce a lien must be  
10 commenced within 90 days after recordation of the claim of lien. However, due to the  
11 automatic stay set forth in 11 U.S.C. § 362, TEICHERT is precluded from filing a state court  
12 action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that when applicable law  
13 requires seizure of property or commencement of an action to perfect, maintain, or continue  
14 the perfection of an interest in property, and the property has not been seized or an action has  
15 not been commenced before the bankruptcy petition date, then the claimant shall instead give  
16 notice within the time fixed by law for seizing the property or commencing an action. (See  
17 11 U.S.C. § 546(b)(2); see also In re Baldwin Builders (Village Nurseries v. Gould), 232 B.R.  
18 406, 410-411 (9<sup>th</sup> Cir. 1999); Village Nurseries v. Greenbaum, 101 Cal.App.4<sup>th</sup> 26, 41 (Cal.  
19 Ct. App. 2002).)

20 5. Accordingly, TEICHERT hereby provides notice of its rights as a perfected  
21 lienholder in the Property pursuant to California's mechanics lien law. TEICHERT is filing  
22 and serving this notice to preserve, perfect, maintain, and continue the perfection of its lien  
23 and its rights in the Property to comply with the requirements of California state law, 11  
24 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice  
25 constitutes the legal equivalent of having commenced an action to foreclose the lien in the  
26 proper court. By this notice, the Debtors and other parties in interest are estopped from  
27 claiming that the lawsuit to enforce TEICHERT's mechanics lien was not timely commenced  
28 pursuant to applicable state law. TEICHERT intends to enforce its lien rights to the fullest

1 extent permitted by applicable law. The interests perfected, maintained, or continued by  
2 11 U.S.C. § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of  
3 the Property.

4 6. The filing of this notice shall not be construed as an admission that such filing  
5 is required under the Bankruptcy Code, the California mechanics lien law, or any other  
6 applicable law. In addition, TEICHERT does not make any admission of fact or law, and  
7 TEICHERT asserts that its lien is senior to and effective against entities that may have  
8 acquired rights or interests in the Property previously.

9 7. The filing of this notice shall not be deemed to be a waiver of TEICHERT's  
10 right to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of  
11 any other rights or defenses.

12 8. TEICHERT reserves all rights, including the right to amend or supplement  
13 this notice.

14  
15 DATED: May 31, 2019

DOWNEY BRAND LLP

16  
17 By: /s/ Jamie P. Dreher  
18 JAMIE P. DREHER  
19 Attorney for  
20 TEICHERT PIPELINES, INC. AND  
21 A. TEICHERT & SONS, INC. D/B/A TEICHERT  
22 AGGREGATES  
23  
24  
25  
26  
27  
28

# EXHIBIT A

24177707

RECORDING REQUESTED BY  
REQUESTED BY SCOTT MCELHERN  
WHEN RECORDED MAIL TO

Regina Alcomendras  
Santa Clara County - Clerk-Recorder  
05/13/2019 01:49 PM

**CONFORMED COPY**

NAME DOWNEY BRAND LLP  
MAILING Scott McElhern  
ADDRESS 621 Capitol Mall, 18th Floor  
Sacramento, CA 95814

Copy of document recorded.  
Has not been compared with original.

PHONE (916) 444-1000  
NUMBER

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**CLAIM OF MECHANICS LIEN  
(Cal. Civ. Code § 8416)**

1. Teichert Pipelines, Inc. ("Claimant") claims a mechanics lien for the labor, services, equipment and/or materials described in paragraph 2, furnished for a Pacific Gas & Electric Company work of improvement located in the City of San Jose, County of Santa Clara, State of California, and more particularly described as follows:

Gas main lines and gas service lines for the locations listed on the attached Exhibit A.

2. After deducting all just credits and offsets, the sum of \$671.68, plus interest accrued and accruing thereon at the maximum legal rate, is due Claimant for the following generally described labor, materials, services, and/or equipment: construction and installation of 2-inch and 4-inch high pressure plastic gas main; gas service replacements; deactivation of old high pressure plastic gas main.

3. Claimant furnished the work and materials at the request of and under contract with Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

4. The name and address of the owner or reputed owner of the improvements is Pacific Gas & Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

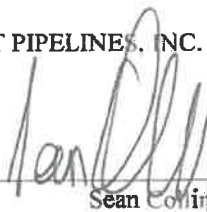
5. Claimant's address is: 3500 American River Drive, Sacramento, CA 95864.

DATED:

May 9, 2019

TEICHERT PIPELINES, INC.

By:



Sean Collins, Credit Manager

## VERIFICATION

I, Sean Collins, am the Credit Manager of Teichert Pipelines, Inc., and am authorized to make this verification for and on its behalf. I have read the foregoing claim of mechanics lien and know the contents of the claim of mechanics lien to be true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

DATED: May 9, 2019

TEICHERT PIPELINES, INC.

By: Sean Collins

Sean Collins, Credit Manager

# EXHIBIT A

1949 Doxey Drive, San Jose, CA 95131	1431 Donohue Drive, San Jose, CA 95131
1953 Doxey Drive, San Jose, CA 95131	1425 Donohue Drive, San Jose, CA 95131
1957 Doxey Drive, San Jose, CA 95131	1421 Donohue Drive, San Jose, CA 95131
1961 Doxey Drive, San Jose, CA 95131	1415 Donohue Drive, San Jose, CA 95131
1965 Doxey Drive, San Jose, CA 95131	1411 Donohue Drive, San Jose, CA 95131
1971 Doxey Drive, San Jose, CA 95131	1405 Donohue Drive, San Jose, CA 95131
1977 Doxey Drive, San Jose, CA 95131	1401 Donohue Drive, San Jose, CA 95131
1983 Doxey Drive, San Jose, CA 95131	1395 Donohue Drive, San Jose, CA 95131
1987 Doxey Drive, San Jose, CA 95131	1385 Donohue Drive, San Jose, CA 95131
1991 Doxey Drive, San Jose, CA 95131	1420 Donohue Drive, San Jose, CA 95131
1984 Doxey Drive, San Jose, CA 95131	1414 Donohue Drive, San Jose, CA 95131
1978 Doxey Drive, San Jose, CA 95131	1410 Donohue Drive, San Jose, CA 95131
1972 Doxey Drive, San Jose, CA 95131	1404 Donohue Drive, San Jose, CA 95131
1966 Doxey Drive, San Jose, CA 95131	1390 Donohue Drive, San Jose, CA 95131
1493 Donohue Drive, San Jose, CA 95131	1380 Donohue Drive, San Jose, CA 95131
1487 Donohue Drive, San Jose, CA 95131	1954 Lowney Way, San Jose, CA 95131
1481 Donohue Drive, San Jose, CA 95131	1962 Lowney Way, San Jose, CA 95131
1475 Donohue Drive, San Jose, CA 95131	1968 Lowney Way, San Jose, CA 95131
1469 Donohue Drive, San Jose, CA 95131	1976 Lowney Way, San Jose, CA 95131
1463 Donohue Drive, San Jose, CA 95131	1982 Lowney Way, San Jose, CA 95131
1457 Donohue Drive, San Jose, CA 95131	1990 Lowney Way, San Jose, CA 95131
1451 Donohue Drive, San Jose, CA 95131	1996 Lowney Way, San Jose, CA 95131
1496 Donohue Drive, San Jose, CA 95131	1955 Paolo Court, San Jose, CA 95131
1490 Donohue Drive, San Jose, CA 95131	1959 Paolo Court, San Jose, CA 95131
1484 Donohue Drive, San Jose, CA 95131	1963 Paolo Court, San Jose, CA 95131
1963 Donohue Court, San Jose, CA 95131	1967 Paolo Court, San Jose, CA 95131
1967 Donohue Court, San Jose, CA 95131	1971 Paolo Court, San Jose, CA 95131
1971 Donohue Court, San Jose, CA 95131	1974 Paolo Court, San Jose, CA 95131
1975 Donohue Court, San Jose, CA 95131	1970 Paolo Court, San Jose, CA 95131
1972 Donohue Court, San Jose, CA 95131	1966 Paolo Court, San Jose, CA 95131
1968 Donohue Court, San Jose, CA 95131	1962 Paolo Court, San Jose, CA 95131
1964 Donohue Court, San Jose, CA 95131	1963 Nutmeg Court, San Jose, CA 95131
1960 Donohue Court, San Jose, CA 95131	1967 Nutmeg Court, San Jose, CA 95131
1956 Donohue Court, San Jose, CA 95131	1971 Nutmeg Court, San Jose, CA 95131
1955 Lowney Way, San Jose, CA 95131	1975 Nutmeg Court, San Jose, CA 95131
1963 Lowney Way, San Jose, CA 95131	1972 Nutmeg Court, San Jose, CA 95131
1969 Lowney Way, San Jose, CA 95131	1968 Nutmeg Court, San Jose, CA 95131
1977 Lowney Way, San Jose, CA 95131	1964 Nutmeg Court, San Jose, CA 95131
1983 Lowney Way, San Jose, CA 95131	1441 Flickinger Avenue, San Jose, CA 95131
1991 Lowney Way, San Jose, CA 95131	1433 Flickinger Avenue, San Jose, CA 95131
1997 Lowney Way, San Jose, CA 95131	1427 Flickinger Avenue, San Jose, CA 95131
1445 Donohue Drive, San Jose, CA 95131	1419 Flickinger Avenue, San Jose, CA 95131
1441 Donohue Drive, San Jose, CA 95131	1413 Flickinger Avenue, San Jose, CA 95131
1435 Donohue Drive, San Jose, CA 95131	1405 Flickinger Avenue, San Jose, CA 95131

1375 Donohue Drive, San Jose, CA 95131  
1365 Donohue Drive, San Jose, CA 95131  
1355 Donohue Drive, San Jose, CA 95131  
1341 Donohue Drive, San Jose, CA 95131  
1335 Donohue Drive, San Jose, CA 95131  
1329 Donohue Drive, San Jose, CA 95131  
1323 Donohue Drive, San Jose, CA 95131  
1317 Donohue Drive, San Jose, CA 95131  
1311 Donohue Drive, San Jose, CA 95131  
1370 Donohue Drive, San Jose, CA 95131  
1360 Donohue Drive, San Jose, CA 95131  
1969 Sierra Road, San Jose, CA 95131  
1977 Sierra Road, San Jose, CA 95131  
1983 Sierra Road, San Jose, CA 95131  
1991 Sierra Road, San Jose, CA 95131  
1954 Sierra Road, San Jose, CA 95131  
1962 Sierra Road, San Jose, CA 95131  
1968 Sierra Road, San Jose, CA 95131  
1976 Sierra Road, San Jose, CA 95131  
1982 Sierra Road, San Jose, CA 95131  
1990 Sierra Road, San Jose, CA 95131  
1957 Brater Court, San Jose, CA 95131  
1961 Brater Court, San Jose, CA 95131  
1965 Brater Court, San Jose, CA 95131  
1969 Brater Court, San Jose, CA 95131  
1973 Brater Court, San Jose, CA 95131  
1970 Brater Court, San Jose, CA 95131  
1966 Brater Court, San Jose, CA 95131  
1962 Brater Court, San Jose, CA 95131  
1958 Brater Court, San Jose, CA 95131  
1954 Brater Court, San Jose, CA 95131  
1395 Flickinger Avenue, San Jose, CA 95131  
1385 Flickinger Avenue, San Jose, CA 95131  
1371 Flickinger Avenue, San Jose, CA 95131  
1365 Flickinger Avenue, San Jose, CA 95131  
1359 Flickinger Avenue, San Jose, CA 95131  
1353 Flickinger Avenue, San Jose, CA 95131  
1347 Flickinger Avenue, San Jose, CA 95131  
1305 Donohue Drive, San Jose, CA 95131  
1301 Donohue Drive, San Jose, CA 95131  
1297 Donohue Drive, San Jose, CA 95131  
1293 Donohue Drive, San Jose, CA 95131  
1289 Donohue Drive, San Jose, CA 95131  
1285 Donohue Drive, San Jose, CA 95131  
1288 Donohue Drive, San Jose, CA 95131  
1284 Donohue Drive, San Jose, CA 95131

1280 Donohue Drive, San Jose, CA 95131  
1341 Flickinger Avenue, San Jose, CA 95131  
1335 Flickinger Avenue, San Jose, CA 95131

## **NOTICE OF MECHANICS LIEN CLAIM**

### **ATTENTION!**

**Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. That legal action must be filed with the court no later than 90 days after the date the mechanics lien is recorded.**

**The party identified in the enclosed mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.**

**BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT [www.clb.ca.gov](http://www.clb.ca.gov).**

## PROOF OF SERVICE AFFIDAVIT

I, Mary Dowd declare:

On May 13, 2019, at Sacramento, California, I served the enclosed:

### CLAIM OF MECHANIC'S LIEN

by enclosing true and correct copies thereof in sealed envelopes, with postage thereon fully prepaid, using one of the following described mailing methods:

- ☐ Registered Mail, Return Receipt Requested;
- ☒ Certified Mail, Return Receipt Requested;
- ☐ Express Mail; or
- ☐ Overnight delivery by an express service carrier.

The envelope was addressed as follows:

Pacific Gas & Electric Company  
77 Beale Street, 32nd Floor  
San Francisco, CA 94105

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed on May 13, 2019, at Sacramento, California.

  
\_\_\_\_\_  
Mary Dowd